

## **Appendix H**

### **Sample Memorandum of Agreement for Interagency Cooperation**

The following sample document provides a basis for a Memorandum of Agreement with external organizations for Geospatial Data and Systems. Users are advised to revise this document to meet their needs, and to coordinate any interagency agreements with their respective Offices of Counsel.

## MEMORANDUM OF AGREEMENT

BETWEEN THE  
<<PARTNER>>  
AND THE  
U.S. ARMY CORPS OF ENGINEERS, <<DISTRICT>>

### PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the <<PARTNER>> and the U.S. Army Corps of Engineers, <<DISTRICT>> (<CExxx>>) for the purpose of establishing respective responsibilities of the parties for delivering and/or sharing Geographic Information System (GIS) data, services and other such related work as may be agreed upon in the future. Implementation of requested services will be accomplished through the <<DISTRICT>> GIS Coordinator. This MOA is entered into pursuant to the Economy in Government Act, 31 U.S.C. 1535; 10 U.S.C. 3036(d) and the Intergovernmental Cooperation Act (31 U.S.C. 6505)

### INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication, the <<PARTNER>> and <<DISTRICT>> shall each appoint field representatives to discuss and consider activities that may be pursued under this MOA.

The <<PARTNER>> and <<DISTRICT>> field representatives shall coordinate all requests for assistance under this MOA and shall serve as points of contact between the <<PARTNER>> and the <<DISTRICT>> on matters relating to this MOA.

The <<PARTNER>> and <<DISTRICT>> field representatives shall prepare agreed upon individual support agreements (ISAs) pertaining to data and application development and/or data management. The ISAs shall describe in detail the scope of the services to be provided, schedules, necessary funding arrangements, individual project managers, and such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services. The authorized representative of each party shall agree to the ISA prior to the initiation of services by the <<DISTRICT>>. The <<DISTRICT>> will have exclusive direct communication authority with its contractors.

The GIS data sharing requests shall be communicated directly between the GIS coordinators of the respective organizations. The GIS coordinators will then be responsible for monitoring work accomplishment through normal workflow channels.

### PROVISION OF ASSISTANCE

Nothing in this MOA can be or should be construed to require the <<PARTNER>> to use the services of <<DISTRICT>>, or require the <<DISTRICT>> to accept assignments from the <<PARTNER>>.

## FUNDING

The <<PARTNER>> will provide funding resources for all costs associated with <<DISTRICT>>'s provision of assistance excluding data sharing. Major funding transfers, of \$250,000 or more, will be accomplished by using SF 1151, Nonexpenditure Transfer Authorization. The SF 1151 will be prepared and forwarded to CDR HQUSACE (CERM-FC) Washington, D.C. 20314-1000 for allotment. For individual taskings less than \$250,000 in total or less than \$50,000 in contracts, funding will be provided by reimbursable order with monthly billings to be made by SF 1080, Voucher for Transfer Between Appropriations. The reimbursable order (ISA) will specify the funding limitations and the applicable appropriation.

Direct costs are the costs that can be directly identified with and charged to the work under the ISA. Examples of such costs are salaries, wages, technical services, materials, travel and transportation (including permanent change of station costs), communications, and any facilities and equipment expressly approved for purchase under the ISA. In addition, any extra-ordinary costs such as hiring of outside experts and consultants (including legal support) to analyze claims and/or to testify before a board or court and costs directly identified for termination of the agreement are considered direct costs under this agreement.

Indirect costs are the overhead (including general and administrative and departmental) costs that cannot be directly identified to the work under the provision of assistance and are distributed/charged based on a predetermined rate against direct labor. Examples of such costs are salaries, equipment, materials, etc., of administrative support offices.

Expenditure limits established in the ISA will not be exceeded without prior approval from the <<PARTNER>>. If the actual cost to the <<DISTRICT>> is forecast to exceed the amount of funds available, the <<DISTRICT>> shall promptly notify the <<PARTNER>> of the amount of additional funding necessary to pay for the assistance. The <<PARTNER>> shall either provide the additional funds to the <<DISTRICT>>, or require that the scope of the assistance be limited to that which can be financed by the available funds, or direct termination of the project. Upon furnishing the assistance contemplated by the ISA, the <<DISTRICT>> shall conduct a final accounting within 100 days of project completion to determine the actual costs of the assistance provided.

## APPLICABLE LAWS

The <<DISTRICT>> shall furnish all assistance under this MOA in accordance with applicable U.S. laws and regulations, and any applicable U.S. executive agreements. Unless otherwise required by law, all contract work undertaken by the <<DISTRICT>> shall be performed in accordance with the <<DISTRICT>> procurement and claims policies and procedures.

## RECORDS AND REPORTS

The <<DISTRICT>> shall utilize established accounting systems to establish and maintain records and receipts of the expenditure of all funds provided by the <<PARTNER>>. Records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by the <<DISTRICT>> and shall be made available for inspection by the <<PARTNER>> upon request.

The <<DISTRICT>> shall provide the <<PARTNER>> with project progress, financial, and related status reports on tasks agreed upon in the ISAs, including providing financial reports on all funds received, obligated, and expended. Frequency of reports will be agreed upon in subsequent ISAs.

#### CLAIMS AND DISPUTES

All claims submitted by contractors arising under or relating to contracts awarded by the <<DISTRICT>> shall be resolved in accordance with United States law and the terms of the individual contract. The <<DISTRICT>> has dispute resolution authority for these claims. Any Contracting Officer's final decision pursuant to such a claim may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The Corps of Engineers Board of Contract Appeals (ENG BCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Claims Court. The <<DISTRICT>> shall be responsible for litigating all such appeals. The <<DISTRICT>> shall consult with the <<PARTNER>> regarding any settlement negotiations.

The <<DISTRICT>> shall notify the <<PARTNER>> of meritorious claims or appeals and shall submit requests to the <<PARTNER>> for funds to cover such claims or appeals. The <<PARTNER>> shall promptly provide such funds as are necessary to pay the costs of meritorious claims or appeals.

#### PUBLIC INFORMATION

Justification and explanation of the <<PARTNER>> programs shall be the responsibility of the <<PARTNER>>. The <<DISTRICT>> will make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process.

#### EFFECTIVE DATE AMENDMENT AND TERMINATION

The MOA is effective upon the date of the last signature by the parties. This MOA may be modified or amended only by written agreement.

Either the <<PARTNER>> or the <<DISTRICT>> may terminate this MOA by providing sixty calendar days written notice. In the event of termination, the <<PARTNER>> and the <<DISTRICT>> shall consult with each other concerning all claims for termination costs; however, the <<PARTNER>> shall continue to be responsible for all costs incurred by the United States under this MOA, or under the ISAs, and for the costs of closing out or transferring any ongoing contracts.

U.S. Army Corps of Engineers  
<<DISTRICT>>

<<PARTNER>>

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINT)

Name: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The GIS Coordinators as of June 16, 1998 are;

<<NAME>>

<<TITLE>>

U.S. Army Corps of Engineers

<<DISTRICT>>

<<ORG>>

<<ADDRESS>>

<<CITY>>, <<STATE>> <<ZIP>>

Phone: xxx.xxx.xxxx Fax: xxx.xxx.xxxx

Email: xxxxx.xxxxx@usace.army.mil

http://xxx.xxx.usace.army.mil

<<NAME>>

<<PARTNER ORGANIZATION>>

<<AGENCY>>

<<ADDRESS>>

<<CITY>>, <<STATE>> <<ZIP>>

Phone: xxx.xxx.xxxx Fax: xxx.xxx.xxxx

Email: xxx.xxxxx@domain.name